

## FOUNTAIN HILLS COMMUNITY CENTER LICENSE AGREEMENT

**PARTIES:** THIS AGREEMENT, made March 4, 2008, is between the FOUNTAIN HILLS COMMUNITY CENTER, a department of the Town of Fountain Hills, HEREINAFTER CALLED "CENTER" AND

**NAME:**  
**ADDRESS:**

**PHONE:**

**Sample**

HEREINAFTER CALLED "LICENSEE". It is understood and agreed the term "CENTER" will, throughout this agreement, also refer to the duly appointed representative of the FOUNTAIN HILLS COMMUNITY CENTER.

**GRANT OF LICENSE/PREMISES:** CENTER hereby grants to Licensee a non-assignable right, subject to all the terms and conditions of this Agreement, to use and occupy the herein named portions of the CENTER for the period and purposes(s) as described below:

**EVENT NAME:**

EVENT DATE	LOCATION	SET UP TIME	EVENT TIME	CLEAN UP TIME	FEE plus tax

Read each paragraph and initial each box.

☐ **LICENSEE agrees to pay CENTER room rental of as noted above. Payment in full and signed License Agreement are due no later than ten (10) business days from date License is issued.**

☐ **RENTAL PERIOD:** Ballroom rentals are for up to eight-hours, any time beyond the eight hour period will result in a per hour charge. Other rooms as noted, and include tables, chairs, one-time set-up, house p.a. system, air conditioning, and general lighting. There is a charge for additional usage.

☐ **LABOR AND ADDITIONAL FEES:** Additional labor is billed at \$25/hour; if overtime at \$40/hour. Additional charges, plus applicable sales tax, for technical labor, sound and lighting equipment, piano, tuning, dance floor, a/v equipment, electricity, changes to the original set, and/or other equipment or services, will be billed and due upon completion of the event. If any merchandise is to be sold, i.e., tapes, shirts, cds etc., terms must be negotiated with the Center Director or designee prior to the event and before any sales are made.

☐ **CANCELLATION:** Refunds are based on the following: Ballroom Rentals – One-half of ballroom rental fees are non-refundable. If less than 120 days notice, all fees are forfeited. All Other Rooms - Full refund 60 days prior to event date; One-half refund 30-59 days prior to the event; no refund if less than 30 days prior to the event. Events scheduled within the non-refundable period will not be eligible for a refund once payment has been made.

☐ **DAMAGE DEPOSIT:** A damage deposit of Fifty Dollars (\$50.00) per ballroom is required for ballroom rentals. Amount of refund will be determined by Center Director or designee upon inspection of **CENTER** immediately following the event. The damage deposit balance will be applied to any outstanding charges for rental, equipment or services. Refund, if any, will be returned by mail to the **LICENSEE**.

☐ **FOOD SERVICE:** Attached is a list of caterers that have been approved by the Fountain Hills Community Center. If you would like to use a caterer not on our list, there will be a \$500 kitchen usage fee and the caterer will be required to agree to the terms of our catering contract. All caterers must be licensed and insured. **LICENSEE** is ultimately responsible for the space used and will be charged the appropriate fees if the facility policies are not left in proper order.

☐ **EVENT CLEAN UP:** It is the responsibility of the **LICENSEE** to return their rental space(s) to the condition it was prior to their event. Refer to the *Policies and Procedures Manual* for complete details.

☐ **LIQUOR SERVICE:** **All liquor must be provided and served by the CENTER.** **LICENSEE** is required to give Center staff guarantee for bartender services no later than one month prior to event date. Liquor service will cease thirty (30) minutes prior to the end of the event. Parents or guardians must accompany all minors in rooms where alcohol is being served and/or consumed. Liquor service will cease immediately if minors are left unaccompanied. No liquor may be removed from the **CENTER** by the **LICENSEE** or its agents, employees or guests. Please refer to Section 13.01 of the Policies and Procedures.

☐ **SECURITY:** Uniformed security is required at all liquor events and at non-liquor events as determined by the Center staff. **CENTER staff** will arrange for security. The number of officers will be determined by MCSO, security is require to be on premise from the time the bar opens until the time the event ends. Payment must be made to the Center staff, in cash, no later than two weeks prior to the event date. If the payment is not received by this time then bar service will not take place.

☐ **ADDITIONAL CONDITION OF RENTAL:** **LICENSEE** agrees to provide, prior to the event, a certificate of insurance naming the Town of Fountain Hills as an additional insured. **LICENSEE** agrees to hold harmless, indemnify and defend the Town of Fountain Hills, the Fountain Hills Community Center, and their respective officers, employees, agents and representatives from and against all losses, claims, demands, payments, suits, actions, recoveries, judgments and liability of every kind, nature and description, for injury to persons including wrongful death or damage to property or both arising out of or in any way connected with **LICENSEE'S** use of the Community Center under the terms of this Agreement.

☐ **POLICIES AND PROCEDURES:** The Policies and Procedures Manual is hereby made a part of this agreement by reference. **LICENSEE** must comply with any and all music licensee requirements under current copyright laws.

☐ **APPROVAL OF LICENSE AGREEMENT:** It is agreed the License Agreement will not be in force until both parties have signed it. If not approved, all funds received per this agreement will be refunded to **LICENSEE**, subject to the Cancellation Policies, as per the *Policies and Procedures Manual*.